

EXHIBIT A

NOTE

(\$238,134.35)

Date:

For value received, the undersigned (hereinafter "Makers") promises to pay to CHOICE HOTELS INTERNATIONAL, INC. ("Payee") or order at its offices, 10750 Columbia Pike, Silver Spring, Maryland 20901, Attention: Stuart Kreindler, the sum of twenty thousand (\$45,000.00, hereinafter the "Agreed Amount"), due in accordance with the schedule set forth in the Settlement and Release Agreement, but no later than ~~February 14, 2008~~ ^{December 30, 2008} (hereinafter "Maturity Date").

Makers will be in default under this Note if the Agreed Amount remains unpaid ten (10) days after the Maturity Date. Upon default, the undersigned hereby irrevocably authorizes any attorney at law to appear for them in any court of record at any time after the Agreed Amount remains unpaid and to confess a judgment against Makers, without process, in favor of the holder of this Note, in the principal sum of two hundred thirty-eight thousand, one hundred thirty-four dollars and thirty-five cents (\$238,134.35), less the amount of payments, if any, made by Makers and previously received by Payee, together with interest of 10% per annum from default until paid, costs, and, if not prohibited by law, fifteen percent (15%) of the unpaid principal and interest of this Note as an attorney's fee, and to waive and release all errors that may intervene in any such proceedings. Makers further consent to immediate execution upon such judgment, and hereby waive all right of appeal, hereby ratifying and confirming all that the said attorney may do by virtue hereof.

The failure to make timely and fully payments in accordance with Paragraph 2 of the Settlement and Release Agreement will be considered a default under this Note.

If Makers satisfy the terms and conditions set forth herein, Payee shall mark this Note "paid" and return it to Makers. If a default occurs under this Note, the Maturity Date may, at holder's option, be accelerated.

Makers further consent to immediate execution upon such judgment, and hereby waive all right of appeal, hereby ratifying and confirming all that the said attorney may do by virtue hereof.

The undersigned Makers hereby waive any relief under any exemption or insolvency law except where such waiver is prohibited by applicable law. Makers hereby waive presentment, demand for payment, notice of dishonor, protest, and further consent that without notice to and without releasing the liability of endorser, the holder may elect any remedy and compound or release any right against the Makers. No waiver by holder of any right or remedy provided hereunder will be deemed a waiver of any similar provision, or a continuing waiver.

This Note is delivered to the Payee at its offices in Maryland, is payable in Maryland, and shall be governed by and construed in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the Makers have hereby set their hands and seals as of the date first above written.

FROM:

PHONE NO. : 19169721090

FEB-20-2020 14:23

O.H.I. LEGAL DEPT.

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MAKERS/MAKERS

WITNESS:

DKS, LLC, an Alabama limited liability company

Darshan Singh

Santokh Singh L.S.
By: Santokh Singh
Title: Managing Member

WITNESS:

Darshan Singh

Santokh Singh L.S.
Santokh Singh, Individually

WITNESS:

[Signature]
2/20/08

Gerard Dhillon L.S.
Gerard Dhillon, Individually